

## COHESITY, INC. TECHNICAL SUPPORT POLICY

**IMPORTANT:** This Technical Support Policy ("Policy") is effective August 1, 2025, and applies on a global basis. It describes the Support we provide to customers for Software and Cohesity Platforms entitled to receive Support under Cohesity's Support Terms. We reserve the right to amend this Policy periodically and <a href="https://www.cohesity.com/agreements/">https://www.cohesity.com/agreements/</a>.

**Scope:** Cohesity will deliver Support for your Software and Cohesity Platforms in accordance with the terms of this Policy and the Support Terms. We will provide Support for Software and Cohesity Platforms used in a Supported Configuration. Note that the Support Terms supersede any inconsistent terms in this Policy. You are entitled to receive Support during the term for which you have paid for such Support and in the country or countries for which you have purchased Support, provided that the applicable Software and Cohesity Platforms is installed at locations in which you are authorized to use such license. Capitalized terms when used in this Policy are defined herein, in the Support Terms, or in the Cohesity Global Support & Services handbook ("Handbook").

**Language Support:** We primarily provide Support in English. Our worldwide support centers will use commercially reasonable efforts to provide language support during Regional Business Hours, based on available resources.

**Designated Contacts:** Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used to help resolve system issues and to assist us in analyzing and resolving service requests. Otherwise, our ability to provide Support to you may be impaired, and Cohesity may request that you replace the Designated Contact.

**Knowledge Sharing:** Our online technical support knowledge base is located at <a href="https://my.cohesity.com/">https://my.cohesity.com/</a> and includes support-related information that you can use to perform self-help. We also provide information through our community forums, <a href="https://cohesity.com/">Cohesity.com/</a> our community forums our community for community for commun

**Support Lifecycle:** Cohesity provides different levels of deliverables under the Support Terms depending on where your Software is in its lifecycle. For more information on our product lifecycles and related Support deliverables during those lifecycles, please refer to our Product Life Cycle Policy, posted at <a href="https://www.cohesity.com/agreements/">https://www.cohesity.com/agreements/</a>

Case Management Activities: You may use the Cohesity Support Portal at <a href="https://my.cohesity.com/">https://my.cohesity.com/</a> to create, track, update, and close a Case online. Our current Handbook includes information to help you understand how we provide Support to you. Our Handbook, along with certain reference guides and escalation processes, is located at <a href="https://www.cohesity.com/agreements/">https://www.cohesity.com/agreements/</a>. We will use commercially reasonable efforts to manage your Case and address your Problem according to our case management targets given in our Handbook. Our case management targets are goals and not commitments, and the actual timing may vary based on the support offering purchased, the severity of the reported problem, and the country or site where your Software is deployed. You will be responsible for setting the initial Priority Level for your Problem based on the Priority Level definitions in the Handbook. If the seriousness of your Problem changes, you can adjust the Priority Level. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities.

Subcontractors: Cohesity reserves the right and you consent to our use of subcontractors to provide Support.

Your Compliance: To help us deliver Support to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with the Support Terms or any other agreement with us (including any license agreement), or if you have requested assistance for a copy of Software or Cohesity Platform that is not covered under a the Support Terms, Cohesity reserves the right to (1) use Cohesity' standard processes to verify that you are in compliance with any applicable agreement, (2) invoice you for applicable Support fees, if and as appropriate, or (3) in our sole discretion, elect to stop providing Support or Cohesity Platform for that Software license until such time as you become compliant.

Limitations: Cohesity provides Support to address issues where your Software or Cohesity Platform does not substantially conform to its Documentation, where such Software or Cohesity Platform is used in accordance with its Documentation. Therefore, Cohesity is not responsible to provide Support for products that have been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, "act of God," power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Cohesity did not supply. In addition, we are not responsible for delay or inability to provide Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Cohesity's reasonable control. Cohesity in not responsible for any ancillary costs you incur while we provide you requested Support, including without limitation any of your utilities, network bandwidth, cloud consumption or other service provider costs. Cohesity is not obligated to provide Support for any Software or Cohesity Platform operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software or Cohesity Platform in accordance with the Documentation,



our Support may be limited or unavailable for your Software or Cohesity Platform. Support is strictly limited to those deliverables expressly stated in the Support Terms.

## **SUPPORT POLICIES**

**Third-Party Hardware:** For Cohesity Platforms provided by a vendor other than Cohesity, Customers should contact the applicable vendor to obtain first-line hardware support. Cohesity's support team is available 24x7 to provide additional assistance and coordination.

**On-Site Services:** If we dispatch personnel to your facility to provide on-site Cohesity Platform Support pursuant to the Support Terms, you will have the following obligations:

- To be present when Cohesity Platform Support is provided on-site;
- To remain in visual contact with the service personnel throughout any on-site Cohesity Platform Support provided, and to ensure no obstacles or human or machine traffic will impede the service representative when providing the on-site Cohesity Platform Support;
- To provide service personnel with access to the Cohesity Platform;
- To provide service personnel with adequate working space and facilities including heat, light, ventilation, electric current and outlets; To provide an appropriate work environment consistent with applicable Occupational Safety & Health Administration (OSHA) standards or equivalent local standards in the country where the Cohesity Platform is installed;
- To provide a local telephone extension (or toll free domestic and international access to service personnel) near the Cohesity Platform:
- To provide carts and lifting devices to move any Cohesity Platform weighing 39.7 lb (18 kg) or more, and up to 120 lb (54.5 kg).
- If you require on-site Cohesity Platform Support for any Cohesity Platform weighing over 120 lb (54.5 kg), you will be responsible to move that Cohesity Platform.
- To provide crash carts or USB KVM adapter for direct physical connection to the Cohesity Platform.

Return of Parts Under the Support Terms: If Cohesity provides you with a replacement part under the Support Terms, you must return the defective part to Cohesity in accordance with all shipping instructions from Cohesity. Replacement parts will consist of either a new or refurbished hardware component. If our service personnel install the replacement part for you, please be sure to provide them with the defective part. All defective parts become Cohesity's property upon removal from your site, and you are not entitled to receive a credit for any such defective parts. If you fail to return any defective part, you will be charged the then-current fee for that part. Cohesity shall not be responsible for any software, firmware, information, or data provided by you or a third party that is contained in, stored on or integrated with any hardware component returned to Cohesity under the Support Terms. The only exception is with respect to the Non-Returnable Disk Drive and Non-Returnable hardware offerings (or successor offering).

Additional Components: If your Cohesity Platform is covered under the Support Terms and you want to expand its capacity by adding hardware, you may need to purchase the incremental Cohesity Platform Support for those expansion components, at the same level as that for the underlying Cohesity Platform. The Cohesity Platform Support for these additional components will be in effect for the remaining duration of the term for the underlying Cohesity Platform. Your renewal will cover the underlying Cohesity Platform and all the expansion components you have added during that term of your Cohesity Platform Support. If you want to receive Cohesity Platform Support for the expansion components, but do not have a current agreement in place for that underlying Cohesity Platform, you will need to buy Cohesity Platform Support covering both the underlying Cohesity Platform and the expansion components.

Location of Cohesity Platform: It is important for us to know where your Cohesity Platform is installed, because that is where we will send service personnel, and that is how we will determine the hours for our delivery of remote and on-site support for your Cohesity Platform. Upon Cohesity' request, and each time you request onsite support services or report a non-conforming Cohesity Platform under the Support Terms, you shall advise Cohesity of the location of the Cohesity Platform and any spare parts or nonconforming replaced components for the Cohesity Platform. You must seek Cohesity' approval prior to relocating the Cohesity Platform. This includes a change in location resulting from the sale or transfer of the Cohesity Platform. Changing the location of your Cohesity Platform without our consent or knowledge may affect our ability to provide Cohesity Platform Support, and the performance targets for remote support and onsite support will no longer apply. Cohesity reserves the right to require that your Cohesity Platform be qualified as service-ready following a Cohesity Platform relocation.

Limitations: We will deliver various Cohesity Platform components, parts, engineering changes, firmware and other types of Software updates under the Support Terms. These updates are designed for use with the specific Cohesity Platform covered under the Support Terms, and not for any other system. Cohesity provides Support to address issues where your Cohesity Platform and/or Software does not conform to its Documentation, where such Cohesity Platform and/or Software is used in accordance with its Documentation. Therefore, Cohesity is not responsible to provide Support for a Cohesity Platform or any Software that has been damaged by a deliberate act or otherwise affected by a move (whether authorized or not authorized), misuse, accident, modification, natural disaster, act of nature, act of god, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by firmware, features, attachments and components that



Cohesity did not supply. In addition, we are not responsible for delay or inability to provide Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Cohesity' reasonable control. If you desire to obtain Support in such a case, Cohesity may charge additional fees. Cohesity is not responsible for any ancillary costs you incur while we provide you requested Support, including without limitation any of your utilities, network bandwidth, cloud consumption or other service provider costs. Cohesity is not obligated to provide Cohesity Platform Support for a Cohesity Platform operating in an Alternative Configuration. From time-to-time Cohesity may issue mandatory engineering changes or other updates under the Support Terms, and you agree to have them installed. If your Cohesity Platform does not include such mandatory updates, it may be deemed an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software licenses, including the most up to date versions of the Software for the Cohesity Platform, and all hardware components in accordance with the Documentation, our Cohesity Platform Support may be limited or unavailable for your Cohesity Platform.

**Unsupported Customers:** If you do not have an active agreement for your hardware, you are not eligible to receive the deliverables available under our Cohesity Platform Support offerings, including onsite service, updates and upgrades and telephone support.

## **Definitions:**

"Alternative Configuration" means where a Cohesity Platform is used in a configuration that does not support such Cohesity Platform, or in an environment that is not approved for use with our Cohesity Platform, or in which we have not verified our Cohesity Platform will operate, or where the Cohesity Platform has been tested and is known not to work or works with limited functionality. For these purposes, references to the "environment" mean the Cohesity Platform, operating systems, software applications, and other third-party solutions you are using with the Cohesity Platform. If you purchase Cohesity branded components, options and spare parts for that same product, they are included in this definition and are considered part of your Cohesity Platform.

"Cohesity Platforms" means hardware configurations which are: (a) certified by Cohesity for use with Software, (b) eligible for Support from Cohesity, and (c) are supplied (directly or indirectly) to Customer by authorized third-party contract manufacturers. For clarity, appliances sold by Veritas Technologies, LLC or its affiliates which are supported by Cohesity as of August 1, 2025, are deemed "Cohesity Platforms" under this Policy.

"Cohesity Platform Support" means the general support services that we provide for your Cohesity Platform under the provisions of the Support Terms, during the term of that applicable order. Cohesity Platform Support may include remote and onsite technical assistance or technical information, spare parts, firmware updates, engineering changes, all depending on the specific Cohesity Platform, its product life cycle and related support phase. Cohesity Platform Support does not include Cohesity Platform installation and other services that Cohesity makes generally available as a separate service.

"Case" means a reported Problem that is logged in our global case tracking system and assigned a case identification number.

"Designated Contact(s)" means support personnel you designate and register with Cohesity to act as authorized liaisons with Cohesity's Technical Support organization.

"Documentation" means the user manuals and release notes accompanying the Cohesity Platform.

"Problem" means a technical question or technical issue you may have regarding your use of the Software or your Cohesity Platform's performance.

"Regional Business Hours" are the standard hours of business operation Monday through Friday, typically between 8 a.m. to 6 p.m. based on the country where the Software is installed. Regional Business Hours exclude holidays and days of rest.

"Priority Level" is the classification of the problem based on its impact to the Customer, with Priority 1 as the most critical. Priority Levels are further defined in the Handbook.

"Software" means the Cohesity software that you have licensed for use under an active license agreement.

"Support" means technical support delivered to Customer's designated contacts and consists of Error correction, telephone and web support for Software and Cohesity Platforms, and Software updates Cohesity generally provides to its customers.

"Support Terms" means Cohesity's Support and Maintenance Terms and Conditions, located at Cohesity.com/agreements.

"Supported Configuration" means a configuration in which the Software and/or Cohesity Platform operates in a customer's environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, devices, and Cohesity custom-developed scripts and other configuration elements stated in the



customer's Documentation, or that Cohesity has validated, approved, or verified for operation in conjunction with the Software. For these purposes, references to the "environment" include the hardware platforms, operating systems, software applications, and other third-party solutions the customer may be using with the Software.

"We," "we," "our" or "Cohesity" means Cohesity, Inc. or its subsidiaries.

"You," "you" or "your" means you as the customer, the company, or the legal entity that has obtained the Software or Cohesity Platform to which the Support applies.